



## MakerSphere Stained Glass Membership Agreement

### Membership Agreement

This Membership Agreement (the "Agreement") is by and between the Waterbury Area MakerSphere Cooperative, Inc., a Vermont nonprofit corporation (herein referred to as "MakerSphere"), and the individual or entity identified on the signature page of this agreement (herein referred to as "Member"). This Agreement sets forth the terms and conditions governing the Member's access and use of the shared facilities and premises, including equipment leased or owned by MakerSphere located at the Green Mountain Seminary Building, 201 Hollow Road, Waterbury Center, Vermont.

### Duration of Agreement & Termination

The term of this Agreement and Membership shall commence when:

- Member has completed, read, and signed this agreement and the Stained-Glass Waiver & Release of Liability And,
- Member has enrolled in the online Member Autopay system using the link provided. Membership begins on the day in which autopay enrollment has been completed (but not before September 1, 2025) and shall continue on a month-to-month basis. Payments shall be automatically processed on or about the same day each month.
- The Member or MakerSphere may terminate this Agreement at any time with 30 days advance notice to the other party. Notwithstanding the foregoing, MakerSphere reserves the right to terminate this Agreement at any time, immediately and without notice if Member fails to comply with any provision of this Agreement, as well as any additional policies and procedures that may be adopted by MakerSphere from time to time.

Upon termination of this Agreement, Member shall remove all personal possessions from the premises within 10 days of the termination of this Agreement, after which period all Member's personal possessions shall become property of MakerSphere, which may use or dispose of any such property at its sole discretion.

### Fees

Member agrees to pay the monthly fees in the amount detailed in the **Membership General Info** document and to keep updated bank or credit card information on file for membership monthly payments. In addition, Member shall pay all reasonable third-party fees (including attorney's fees, or debt collection fees), should legal action be taken by MakerSphere for unpaid fees. Member shall also pay fees for repair of damage to MakerSphere tools due to intentional, careless, or improper usage.

### Member Obligations

**Member agrees to use the facility in accordance with the terms and conditions of this Agreement** and all attachments hereto as amended from time to time by MakerSphere. Member also agrees that Member shall follow all other rules and regulations adopted by MakerSphere, including, but not limited to, safety related and tool/equipment operation procedures.

The premises includes a separate room in which the MakerSphere Clay Studio is located. Stained glass member use of the facility is restricted to the stained-glass studio only and does not include any space or equipment outside of the stained-glass room.

## **Authorization to Use Tools**

Members must have completed the MakerSphere 7-week-stained glass course to be eligible for membership. Exceptions may be made for experienced individuals who can validate their experience.

Members are allowed to use: soldering irons, glass grinders and all common hand tools and supplies specific to the glass studio. Members may not use any tools or equipment outside of the glass studio.

## **Tools & Materials Provided by MakerSphere – Included in Membership**

Glass grinders

Soldering irons

Hand tools; running pliers, grozer pliers

Glass cutters

Glass cutter oil

Flux

Patina Solutions

Brushes

Latex gloves

Cleaning supplies

Scrap glass – all small pieces of scrap glass may be used by members for their personal projects. See signage in the studio for included glass. **Large glass is NOT included.** Note: members may choose to add their own scrap glass to the shared glass inventory if they choose.

## **Items NOT included – See General Member info document for recommended resources.**

Glass is NOT included – other than scrap glass. (Sheets may be available for sale at the studio. If available, they will be clearly marked and payment instructions posted).

Solder - 50/50 recommended (type used in MakerSphere class)

Copper foil tape - 7/32" (type used in MakerSphere class)

Zinc edging 1/4" (type used in MakerSphere class)

## **Storage**

Members may store their projects that are in progress on one of the provided shelves in the studio. Please attempt to consolidate your projects to allow space for others. Personal supplies such as solder and tape should be labeled with your name and stored with your personal items or carried in/out. MakerSphere is not responsible for member supplies that may have been left out.

## **Member agrees to use the studio only during the hours of 8:00 am – 8:00 pm.**

Members may use the studio daily between the hours of 8:00 am and 8:00 pm. As a courtesy to tenants in the building, MakerSphere has committed to use of the space only during these hours. Members are responsible for properly planning their time in the studio to ensure that there is adequate time for cleanup before the end of open hours.

Occasionally, an event or special class will require use of the studio by others. MakerSphere reserves the right to limit member hours on certain occasions to accommodate other activities. Members will be given advanced notice of any temporary changes to studio access.

**Member agrees to sign in and out** for every visit, using the logbook provided in the glass room.

**Member agrees to help maintain the cleanliness and safety** of the stained-glass studio by cleaning up after themselves, returning tools and equipment to their proper place, sweeping glass debris off tables, floors and equipment and leaving the room in good order.

**Member agrees to take care not to cause damage** to the premises, including causing unreasonable or inappropriate wear on tools or equipment.

**Member agrees to immediately report any and all equipment or tool issues;** damages, malfunctions, etc. to MakerSphere.

**Member shall not disturb** the use and enjoyment of the facility by any other member.

**Pets are not allowed** in the studio for their own safety as well as that of other members and staff.

**Member shall not use the facility for any unlawful or inappropriate activity** including the unlicensed use of material protected by intellectual property laws.

**Members shall not bring alcohol onto the premises.** Alcoholic beverages are not permitted on the premises. Individuals who have consumed alcohol prior to entering the premises or are on any medications or OTC medicines of any kind which cause drowsiness or other inhibiting effects, may not use the facility.

**Guest Policy** – Guests are not allowed to accompany members. Space is limited and safety/liability concerns do not allow for guests on the premises.

### **Representations & Warranties**

**Partial Invalidity** - If any one or more of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

**Waiver** - No delay or omission on the part of MakerSphere in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of MakerSphere, nor shall any waiver of such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion. The acceptance by MakerSphere of any payment, or of a sum less than is due, shall not be construed as a waiver of any of MakerSphere's rights unless such waiver is in writing.

**Amendments** - MakerSphere reserves the right to amend the terms of this Agreement from time to time and at its sole discretion, without the consent of Member. MakerSphere will notify Member of any amendments in writing, prior to such amendments taking effect.

**No Assignment** - Member shall not have the right to assign their rights and obligations under this Agreement to any party.

**Subordination** - This Agreement is subordinate to a lease or occupancy agreement between MakerSphere and the owner of the building in which the facility is located. In the event that MakerSphere's right to occupy the building is terminated, MakerSphere may terminate this Agreement immediately without notice. Notwithstanding the foregoing and anything in the contrary to this Agreement, nothing in this Agreement shall be construed to grant a leasehold or tenancy interest in the building to the Member.

**Entire Agreement** - This Agreement and Waiver and Release of Liability, and any attachments, supersede all prior agreements, whether written or oral, between the parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as herein set forth.

**Governing Law** - This Agreement and the attached Release and Waiver of Liability, and any attachments, shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law.

**Intellectual Property** - Member understands and agrees that MakerSphere cannot provide protection of Member's intellectual property and undertakes no obligation to protect Member's intellectual property.

**Relationship of the Parties** - Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute either party as an agent or employee of the

other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

8/25/2025